


PBP FORM 290  PITTSBURGH BUREAU OF POLICE <i>"...Honor, Integrity, Courage, Respect and Compassion."</i>		SUBJECT: "GENERAL HEALTH AND PHYSICAL FITNESS POLICY"	ORDER NUMBER: 23-3
		PLEAC STANDARD 3.7.1, 3.7.2	PAGE 1 OF 2
REVISE DATE: 6/9/2017	EFFECTIVE DATE: 12/26/2012	ANNUAL REVIEW DATE: APRIL	RESCINDS: N/A
			AMENDS: N/A

1.0 PURPOSE/POLICY

- 1.1 All personnel are provided with this general order and encouraged to pursue general health and physical fitness.
- 1.2 The purpose of this order is to provide personnel with guidelines on the Bureau's position on physical and mental fitness. The Pittsburgh Bureau of Police recognizes that the total wellness of its personnel is a benefit to the community, the individual officer, and the Bureau of Police.

2.0 PHYSICAL FITNESS

- 2.1 The very nature of law enforcement requires that members should maintain a high level of physical fitness in order to meet the physical demands of the profession. The goal of a Physical Fitness Program is to assist members in getting back onto the track of a healthy and prosperous life by providing guidance in the area of Physical Fitness.
- 2.2 Although the Pittsburgh Bureau of Police does not have a mandatory physical fitness program or requirement, members are expected to maintain a level of fitness to effectively perform their duties.
- 2.3 Members are encouraged to maintain their physical fitness. Fitness centers are available to all members and employees of the Bureau of Police, during their off-duty hours, 24 hours a day.
 - 2.3.1 Officers are required to sign in and out each time the fitness room is utilized.
 - 2.3.2 Shirts, shoes/pants and shoes are required. Sports bras without tops, cutoffs and sandals are prohibited.
 - 2.3.3 All equipment is to be wiped down and returned to its proper place after use.
- 2.4 It is strongly recommended that prior to participating in any fitness program, a comprehensive medical check-up and clearance be obtained by the member/employee.
- 2.5 Members utilizing the facilities, services, and equipment of the City of Pittsburgh understand there are risks and hazards involved in participating in any physical activity that may result in injury or death. The member agrees to assume full responsibility for any risks associated with the use of the facilities, services or equipment, and releases the City of Pittsburgh, its agents and or employees from liability from the risk of injury illness or death on account of participation in any such physical activity while using the premises or any City facilities.

*See attached Release and Waiver of Liability- Members are required to sign prior to utilizing City equipment and facilities.

2.6 The City of Pittsburgh also provides CityFit services. CityFit offers comprehensive programming and the support of healthy lifestyle choices to enhance their pursuit of healthy living. This program will reach out to employees of all ages and abilities to motivate and improve their lifestyles.

3.0 GENERAL HEALTH

- 3.1 Members have a personal responsibility for his or her own health. The Bureau of Police encourages members to adopt behaviors that will improve their health.
- 3.2 The Bureau of Police and the City of Pittsburgh participate in an Employee Assistance Program (EAP). The EAP was established to assist our employees and their families in obtaining help to address and resolve personal issues and concerns (*Refer to MPO #26-5, Psychological Services/Employee Assistance Program*).

- 3.3.1 The EAP is *an informational and referral service* designed to assist employees and their families in gaining access to available resources, using the employee's health plan benefits and/or the services of various community and private agencies.
- 3.3.2 All contacts with the EAP are **confidential**. Employees are encouraged to contact the EAP directly at **(412) 232-7100** to discuss their particular problem and/or concern, and to secure a referral to an appropriate counselor within the employee's healthcare plan provider. In the event that a member is in crisis and requires immediate attention between the hours of 5:00 p.m. and 8:30 a.m., *they should contact their insurance carrier directly for emergency assistance.*
- 3.4 Members may also view Health and Wellness information on the City of Pittsburgh Intranet site. The link to this site is pittsburghpa.gov/personnel/cityfit

Approved By:



Scott Schubert
Chief of Police

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for being permitted to utilize the facilities, services and equipment of the CITY OF PITTSBURGH (CITY) for any purpose, including but not limited to those facilities, services and equipment located at Police Headquarters, 1203 Western Ave., Pittsburgh, PA 15233, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities of CITY. It is further warranted that such entry into the CITY for observation or use of any facilities or equipment constitutes an acknowledgement that such premises, all facilities and equipment thereon have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE CITY FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES, SERVICES AND/OR EQUIPMENT LOCATED AT POLICE HEADQUARTERS, 1203 WESTERN AVE., PITTSBURGH, PA 15233, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

- 1. THE UNDERSIGNED HEREBY RELEASES, DISCHARGES AND COVENANTS NOT TO SUE THE CITY OF PITTSBURGH**, its directors, officers, employees and/or agents (hereinafter referred to as "releasees") from all liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities, services or equipment therein, including but not limited to those located at Police Headquarters, 1203 Western Ave., Pittsburgh, PA 15233.
- 2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD**

HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the CITY premises or in any way observing or using any facilities, services or equipment of the CITY including but not limited to those located at Police Headquarters, 1203 Western Ave., Pittsburgh, PA 15233, whether caused by the negligence of the releasees or otherwise.

3. **THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE** due to negligence of releasees or otherwise while in, about, or upon the premises of the CITY and/or while using the premises or any facilities, services or equipment thereon, including but not limited to those located at Police Headquarters, 1203 Western Ave., Pittsburgh, PA 15233.

4. **THE UNDERSIGNED HEREBY AGREES TO CONSULT HIS/HER TREATING PHYSICIAN** and obtain permission prior to the commencement of any physical activity required by using the premises or any facilities, services or equipment thereon, including but not limited to those located at Police Headquarters, 1203 Western Ave., Pittsburgh, PA 15233.

5. **THE UNDERSIGNED HEREBY AGREES THAT HE/SHE IS RESPONSIBLE FOR MONITORING HIS/HER OWN CONDITION** at all times when I am using the premises or any facilities, services or equipment thereon, including but not limited to those located at Police Headquarters, 1203 Western Ave., Pittsburgh, PA 15233.

6. **THE UNDERSIGNED HEREBY UNDERSTANDS** that the activities in which he/she participates could include but are not limited to acts associated with lifting weights, strenuous physical exercise and/or other aerobic activities. I understand that there are certain risks and hazards involved in participating in any physical activity that may result in injury or death to myself or other participants and I agree to assume full responsibility for any risks associated with my use of the premises or any facilities, services or equipment thereon, and I release the City of Pittsburgh, its agents, servants and/or employees, from liability for the risk of injury, illness or death on account of my participation in any such physical activity while using the premises or any facilities or equipment thereon, including but not limited to those located at Police Headquarters, 1203 Western Ave., Pittsburgh, PA 15233.

7. **THE UNDERSIGNED HEREBY AGREES TO SUPERVISE AND BE RESPONSIBLE FOR HIS/HER MINOR GUESTS.**

The **UNDERSIGNED** further expressly agrees that the foregoing **RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT** is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

PLEASE PRINT:

First Name: _____ MI: _____ Last Name: _____

Date of Birth: ____ / ____ / ____ Gender: _____ Employer: _____

Address: _____ Unit/Apt. # _____

City: _____ State: ____ Zip Code: _____ Phone: _____

Emergency Contact Name: _____ Phone: (____) _____

Participant Signature:
